

STATE MS. - DESOTO CO.

GENERAL WARRANTY DEED

May 20 10 07 AM '02

THE STATE OF MISSISSIPPI

§

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DESOTO

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419

BK PG 208

W.E. DAVIS CH. CLK.

THAT, ARNIE B. GREEN and wife, THEO M. GREEN (hereinafter referred to as "*Grantors*"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration to the undersigned paid by ARNIE B. GREEN and THEO M. GREEN, Trustees or their successors, of THE ARNIE B. AND THEO M. GREEN REVOCABLE TRUST, dated December 30, 1994, as amended from time to time, whose address is 3130 Plum Point Dr., East, Olive Branch, MS 38654 (hereinafter collectively referred to as "*Grantee*"), the receipt and sufficiency of which consideration is hereby acknowledged, have GRANTED, SOLD, AND CONVEYED, and by these presents do GRANT, SELL, AND CONVEY unto Grantee the Grantors' interest in the real property in Desoto County, Mississippi, described on Exhibit A attached hereto and made a part hereof, together with all improvements attached thereto (the "Property") subject to the restrictions, covenants, and conditions listed on Exhibit B, attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantors, their heirs and assigns forever; and Grantors do hereby bind themselves, and their heirs and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTEE IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, AND GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, AS A SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, INCLUDING, WITHOUT LIMITATION, ITS COMPLIANCE WITH APPLICABLE ENVIRONMENTAL LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR (F) ANY OTHER MATTER RELATED OR CONCERNING THE PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN THIS DEED AND GRANTEE SHALL NOT SEEK RECOURSE AGAINST GRANTORS ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY GRANTEE WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE. GRANTORS SHALL HAVE NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIRS, ALTERATIONS OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. GRANTEE ACKNOWLEDGES THAT GRANTEE, HAVING

BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON THEIR OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTORS. GRANTEE FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY GRANTORS WITH RESPECT TO ANY INFORMATION SUPPLIED BY GRANTORS CONCERNING THE PROPERTY, AND GRANTORS MAKE NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT GRANTEE SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION THEMSELVES.

EXECUTED as of April 10<sup>th</sup>, 2002.

GRANTORS:

Arnie B. Green  
ARNIE B. GREEN

Theo M. Green  
THEO M. GREEN

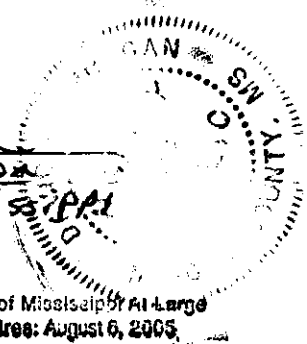
THE STATE OF MISSISSIPPI

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COUNTY OF DESOTO

This instrument was acknowledged before me on this 10<sup>th</sup> day of April, 2002 by ARNIE B. GREEN and THEO M. GREEN.

David L. Morgan  
Notary Public in and for the State of Texas  
Mississippi



Prepared in the law office of:

Haynes and Boone, L.L.P.  
901 Main Street, Suite 3100  
Dallas, Texas 75202  
(972) 680-7560

After recording return to:

Arnie and Theo Green, Grantors  
3130 Plum Point Dr. East  
Olive Branch, MS 38654  
Phone: 662-349-1957 (home)  
Business Phone: N/A

Grantees Address:

Arnie B and Theo M Green Revocable Trust dtd 12/30/94  
address is same as above  
phone number is same as above

EXHIBIT A  
TO  
GENERAL WARRANTY DEED

Lot 71, Section "C", Whitten Place Subdivision, located in Section 27, Township 1 South, Range 7 West, DeSoto County, Mississippi, as recorded in Plat Book 28, Pages 25-27, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

**EXHIBIT B**  
**TO**  
**GENERAL WARRANTY DEED**

This conveyance is made by Grantors and accepted by Grantee subject to:

Rights of parties in possession.

Any and all easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, liens and other instruments that affect all or any portion of the Property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; taxes for 2002 and subsequent years, the payment of which Grantee assumes; and subsequent assessments for 2002 and prior years due to change in land usage, ownership, or both, the payment of which Grantee hereby assumes.